

**MEMORANDUM OF UNDERSTANDING BETWEEN
MIAMI DADE ECONOMIC ADVOCACY TRUST
AND
THE CITY OF NORTH MIAMI PARKS AND RECREATION DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered this day of 30th of April 2014 between the City of North Miami Parks and Recreation Department (hereinafter "Department"), a department of the City of North Miami, having an address of 776 N.E. 125 Street, North Miami, FL 33161, and Miami-Dade Economic Advocacy Trust (hereinafter "Trust"), an agent and instrumentality of Miami-Dade County ("County"), having an address of Stephen P. Clark Government Center, 111 NW 1st Street, Suite 2032, Miami, Florida 33128.

RECITALS

WHEREAS, the Trust was established by the Miami-Dade Board of County Commissioners as a revocable trust for the purpose of ensuring the equitable participation of Blacks in Miami-Dade County's economic growth through advocacy and monitoring of economic conditions and economic development initiatives in Miami-Dade County; and

WHEREAS, pursuant to Section 2-506(g) of the Code of Miami-Dade County, the Trust as an agent and instrumentality of Miami-Dade County, is authorized to act for Miami-Dade County in the performance and enforcement of all contracts and to negotiate and execute such contracts as are properly within the powers and duties of the Trust; and

WHEREAS, the Department's mission is to improve the quality of life through parks and recreation services and create a connection between the community, its partners and the City of North Miami.; and

WHEREAS, the Trust desires to implement a portion of its Youth Entrepreneurship Program in Department's Computer Laboratory located at the Joe Celestin Center; and

WHEREAS, the Trust desires to engage Department in a partnership to host the North Dade component of the Trust's Youth Entrepreneurship Program,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - TERM OF MOU

- 1.1.1 This MOU shall commence upon execution by the parties and continue for twelve (12) months from the effective date of this MOU. This MOU may be renewed for additional 12-month periods contingent upon satisfactory performance and mutual agreement by both parties.

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES

2.1. **Department's Responsibilities.** Department agrees as follows:

- a. **Scope of Work:** Provide access to and use of the Technology Learning Center (TLC) laboratory at no cost to the Trust.
- b. **Location Maintenance:** Clean and maintain the Computer Laboratory.
- c. **Time of Occupancy:** Allow the Trust, through its Youth Entrepreneurship Program, to occupy the laboratory on each Wednesday from 4 p.m. through 6 p.m. throughout the duration of this MOU.
- d. **Transportation:** Transport youth participants to the North Dade Government Center located at 15555 Biscayne Blvd., Courtroom 2-7, Miami, Florida 33160, on the second Wednesday of each month throughout the duration of this MOU. The Department will also transport program participants to mutually agreed-upon field trips on designated Tuesdays.

2.2. **Trust Responsibilities.** The Trust agrees as follows:

- a. **Program Implementation:** Provide a Youth Entrepreneurship Program for up to thirteen (13) youth participants.
- b. **Participant Waiver Compliance:** Mandate each participant sign the Trust's and the Department's respective Waiver, Release, and Consent Agreements.
- c. **Lab Maintenance:** The Trust will ensure the Computer Laboratory is returned to Department in the same condition the Trust received it, minus minor wear-and-tear.
- d. **Teen Court Membership:** mandate all participants become youth volunteers of the Miami-Dade County Teen Court Program.
- e. **Publicity:** the Trust will ensure that the Department is featured on all publicity and media releases connected with the North Site portion of the Youth Entrepreneurship Program.

ARTICLE 3 - PAYMENT

- 3.1 Both parties agree to provide agreed services, support, and courtesies without costs to the other entity.

ARTICLE 4 - PROJECT MANAGEMENT AND NOTICE

- 4.1 The Project Manager for the Trust is Zachary Rinkins, Youth Entrepreneurship Program Manager, Miami-Dade Economic Advocacy Trust, located at Stephen P. Clark Government Center, 111 NW 1st Street, 20th Floor, Suite 2032, Miami, Florida 33128. The Project Manager for the Department is Shacora R. Jackson, Recreation Leader I, Joe Celestin Center, located at 1525 NW 135 Street, North Miami, FL 33161, shall be the respective Official Representatives to this MOU. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.
- 4.2 All notices, demands, or other communications to the Trust under this MOU shall be made in writing and shall be deemed received if sent by certified mail to:

Miami-Dade Economic Advocacy Trust
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: William Simmons, Contracts Officer

All notices, demands, or other communications to the Department under this MOU shall be made in writing and shall be deemed received if sent by certified mail to:

Joe Celestin Center
1525 NW 135 Street
North Miami, FL 33161
Attn: Shacora R. Jackson, Recreation Leader I

The Trust and Department shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE 5 - TERMINATION/REMEDIES

- 5.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving thirty (30) days written notice of any deficiency, unless such deficiency is otherwise cured.
- 5.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days, prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

- 5.3 This MOU may be terminated by either party without cause by giving a thirty (30) day advance written notification of termination delivered to the other party by certified mail, return receipt requested.
- 5.4 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.
- 5.5 In the event a dispute arises which the Project Managers cannot be resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 6 - RECORDS RETENTION/OWNERSHIP

- 6.1. **Maintenance of Records:** All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.
- 6.2. **Examination of Records:** All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five years from the expiration or termination of this MOU and upon reasonable notice, time and place.
- 6.3. **Extended Availability of Records for Legal Disputes:** In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE 7 - STANDARDS OF COMPLIANCE

- 7.1 The Trust and Department, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.
- 7.2 The Trust and the Department shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the Trust or the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Trust and County.

- 7.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age, sex, marital status, or sexual orientation, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE 8 - RELATIONSHIP BETWEEN THE PARTIES

- 8.1 The Trust and the Department are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the Trust and the Department, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

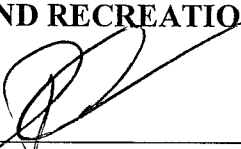
ARTICLE 9 - GENERAL PROVISIONS

- 9.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.
- 9.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 9.3 This MOU may be amended only with the written approval of the parties hereto.
- 9.4 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU.
- 9.5 Nothing contained in this MOU is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

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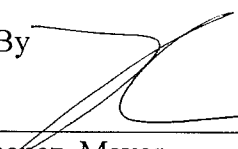
IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

**CITY OF NORTH MIAMI,
PARKS AND RECREATION DEPARTMENT**



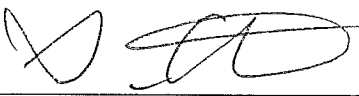
Derrick Corker, Manager

Approved By



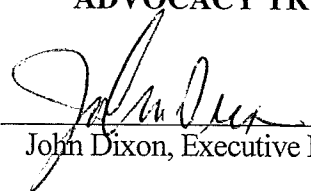
Carlos Gimenez, Mayor

Approved as to legal form and sufficiency:

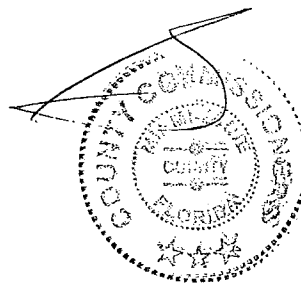


Terrence A. Smith
Assistant County Attorney

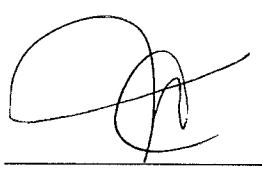
**MIAMI-DADE ECONOMIC
ADVOCACY TRUST**



John Dixon, Executive Director

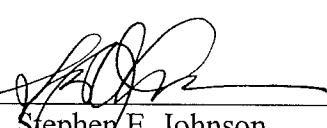


ATTEST:

By: 

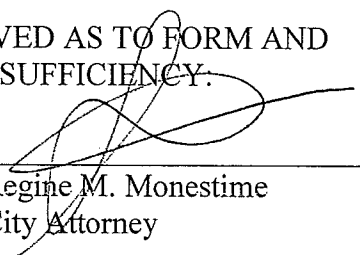
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal
Corporation:
"City"

By: 

Stephen E. Johnson
City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 

Regine M. Monestime
City Attorney